

**THE CITY OF MURFREESBORO
INVITATION TO BID
ITB-10-2015
Annual Contract for Pavement Marking**

The City of Murfreesboro ("City") will receive and publicly open sealed bids in the City Manager's Office, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139, telephone number (615) 849-2629. This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

DATE ISSUED: April 8, 2015

BID TITLE: ITB-10-2015, Annual Contract for Pavement Marking

CITY CONTACT PERSON: Althea Pemsel, Purchasing Director

TELEPHONE NUMBER: (615) 849-2629

FAX NUMBER: (615) 849-2627

E-MAIL ADDRESS: purchasing@murfreesborotn.gov

BID OPENING DATE: April 28, 2015

BID OPENING TIME: 3:00 p.m., Murfreesboro Tennessee local time

All bid responses must be received and acknowledged in the City Manager's Office on or before the day and time listed below, at which time all bids will be publicly opened and read aloud.

SUBMIT BID RESPONSE IN SEALED ENVELOPE TO:

City of Murfreesboro
City Manager's Office
Attn: Bid – Pavement Markings
Post Office Box 1139
111 West Vine Street
Murfreesboro, Tennessee 37133-1139

Bid envelope must include the bid title, bid opening date, bidder's name, bidder's contractor license number, expiration date and classification applying to the bid for the prime contractor. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required. Copies of the solicitation can be obtained from <http://www.murfreesborotn.gov/bids.aspx>

1. INSTRUCTIONS AND CONDITIONS

1.1. *Invitation to Bid*

- 1.1.1. The City of Murfreesboro is seeking bids for furnishing and installing **Retro reflective Pavement Marking Tape, Thermoplastic and Painted Lines, Symbols, and Legends**. Sealed bids will be received by the City of Murfreesboro at the Office of the City Manager, City Hall, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139, until 3:00 p.m. local time on April 28, 2015, at which time the bids will be opened.
- 1.1.2. Bids may be mailed or delivered to the City of Murfreesboro, Office of the City Manager, City Hall, Post Office Box 1139, 111 West Vine Street, Murfreesboro, TN 37133-1139. Attached are the specifications and bid form for furnishing and installing **Retro reflective Pavement Marking Tape, Thermoplastic and Painted Lines, Symbols, and Legends**. All bids shall be submitted on the attached bid form in sealed envelopes with “**Annual Contract for Pavement Marking**” on the outside of the envelope. All bids must be signed. Failure of a bidder to sign a bid proposal removes the bid from consideration. A typed name will not be acceptable without the person’s written signature as well. The City will not accept bid responses submitted by fax or electronic mail.
- 1.1.3. Bid responses must be received and acknowledged in the City Manager’s Office on or before the date and time specified for the receipt of bid responses. A bid opening date has been set for **April 28, 2015, at 3:00 p.m.** local time in the Office of the City Manager. No bids received after closing time will be accepted. All late bid responses will be returned unopened to the bidder. Bids postmarked on the bid opening date but received in the City Manager’s Office after the specified time will be considered late and will be returned unopened. The City shall not be responsible for bid responses that are mailed or sent via private delivery services.
- 1.1.4. The City is interested in receiving as many bids as possible and urges all possible bidders to bid and take exception to any items if necessary.
- 1.1.5. These documents constitute the complete set of specification requirements and bid response forms. The bidder is responsible for insuring that all pages and all addenda are received. The City advises all bidders to closely examine this ITB package, and to immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the City’s Contact Person.
- 1.1.6. Any prospective bidder desiring an explanation or interpretation of this ITB, drawings, specifications, etc., must request such explanation in a written form received by the contact person no later than seven (7) days prior to the bid opening date.
- 1.1.7. There may be one or more amendments to this ITB. If your company desires to receive copies or notices of any such amendments, you must sign up on the website.

- 1.1.8. Any discrepancies, errors, omissions, or ambiguities in this bid, the specifications or addenda (if any) should be reported to the contact person for the City. If necessary, a written addendum will be issued to bidders on record and the addendum will be incorporated in the bid and will become part of the purchase agreement. The City will NOT be responsible for any oral instructions, clarifications or other communications and no such oral communication may be relied on by any bidder.

1.2. Bid Responses

- 1.2.1. Bid responses must be submitted in a sealed envelope that includes the bid title, bid opening date, bidder's name and bidder's contractor license number, expiration date and the classification applying to the bid for the prime contractor. Failure to provide this information on the envelope may result in the bid not being considered.
- 1.2.2. Pursuant to Tennessee Code Annotated Title 62, Chapter 6, Part 1, if a bid is \$25,000 or above, bidder must be a licensed Contractor as required by the Contractor's Licensing Act of 1976, Public Chapter No. 822 of the General Assembly of the State of Tennessee, as amended. **Bidder shall place their bid in an envelope showing the bidder's name, license number, expiration date and that part of classification applying to the bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air conditioning contracts (if applicable), on the outside of the envelope containing the bid in accordance with T.C.A. §62-6-119.** Only one (1) contractor in each classification may be listed. Prime contractor bidders who are to perform electrical, plumbing, heating, ventilation and air conditioning, if applicable to the project, must be so designated upon the outside of the envelope. **Bids not conforming to this provision shall not be opened.**
- 1.2.3. Each bid must be accompanied by a bidder's bond in an amount of 5% of bidder's maximum bid price executed by the bidder and a surety company authorized to transact business in the State of Tennessee, or by a cashier's or certified check on a duly authorized bank made payable to the City of Murfreesboro as a guarantee that if the bid is accepted, the required contract will be executed and the required performance and payment bonds will be furnished. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible bidders. When the agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which the bid bond will be returned.
- 1.2.4. A performance bond, payment bond, cashier's check, or letter of credit in the total amount of the bid, along with a corporate surety approved by the Owner, will be required for the faithful performance of the Contract. Awarded Contractor should utilize the attached Bond for Performance and Payment or such bonds with equivalent language in a form acceptable to the City.

Attorneys-in-fact who sign the bid bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within fifteen (15) days from the date when notice of award is delivered to the Bidder. The

notice of award shall be accompanied by the necessary agreement. In case of failure of the Bidder to execute the Agreement, the Owner may, at his option, consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

Within ninety (90) calendar days of receipt of acceptable performance bond, payment bond, and agreement signed by the party to whom the agreement was awarded, the Owner shall sign the agreement and return to such party an executed duplicate of the agreement. Should the Owner not execute the agreement within such period, the bidder may by written notice withdraw his signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

- 1.2.5 All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. All bids must be signed by an individual authorized to bind the bidder. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid response. Erasures, white-outs and typeovers, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission. Failure of a bidder to sign a bid proposal removes that bid from consideration. A typed name will not be acceptable without the person's written signature.
- 1.2.6 Pursuant to T.C.A. §50-9-113, a Bidder must have a Drug-Free Workplace Program that complies with Tennessee Code Annotated, Title 50, Chapter 9 in effect at the same time of submission of its bid, at least to the extent required of governmental entities.

The City of Murfreesboro has a Drug-Free Workplace Program certified by the Tennessee Department of Labor and Workforce Development pursuant to Title 50, Chapter 9. The City of Murfreesboro Drug-Free Workplace Program is set forth in City of Murfreesboro Employee Handbook Sections 3005 and 3006 (copies are available without charge upon request). City of Murfreesboro Employee Handbook Sections 3005 and 3006 provide for the random testing, reasonable suspicion testing, pre-employment testing, promotion or transfer testing, post-accident testing, return-to-duty testing, and follow-up testing of all employees classified as safety sensitive or as CDL employees for alcohol and/or drugs. Additionally, City of Murfreesboro Employee Handbook Section 3005 provides for reasonable suspicion testing, return-to-duty testing and follow-up testing for non-safety sensitive employees for drugs and alcohol. Such testing is conducted using the same standards as in the United States Department of Transportation Regulations established for the drug and alcohol testing of CDL operators.

A bidder for construction services must submit an Affidavit that attests that such bidder operates a Drug-Free Workplace Program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City of Murfreesboro.

Bidder may satisfy this requirement by attaching a copy of a Certificate of Compliance with the applicable provisions of the Drug-Free Workplace Act from the Department of Labor and Workforce Development to the City to the required Affidavit.

Pursuant to T.C.A. §50-9-114(d), unless suit is filed in Chancery Court, bidders shall have seven (7) calendar days to contest a contract entered into by

contractors subject to the provisions of this section. Bidders who do not contest such contracts within seven (7) calendar days of filing suit in Chancery Court waive any right to challenge such contract for violating the provisions of T.C.A. §50-9-113 and T.C.A. §50-9-114. Such suits shall be brought in the Chancery Court for Rutherford County.

- 1.2.7 Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.
- 1.2.8 Specifications furnished in the request for bid are intended to establish a desired quality or performance level, or other minimum requirements, which will provide the City with the best product available at the lowest possible price. Should the bidder wish to bid on items which exceed the minimum specifications, the bidder is encouraged to attach a separate sheet providing a description of such components.
- 1.2.9 Bidders must specify manufacturer's name for all products proposed and show the unit price on each individual item as specified. Prices quoted must be the price for new (not reconditioned or remanufactured) merchandise direct from the manufacturer that is free from defects. If bidding a substitute article, a bidder must provide the manufacturer's name, brand, model, make and catalogue reference, specifications for the substituted article, and/or other information that will enable the City to make the determination of similarity, serviceability and suitability of the substitute. The City reserves the right to be the sole judge in making such determination.
- 1.2.10 If bidding a substitute article, the bidder may, no less than five (5) working days in advance of the bid opening, request a determination from the City whether the substituted item is equal and/or better and of comparable quality as specified. The bidder will receive notice of City's determination no later than two (2) working days in advance of the bid opening. Bidder is not required to seek such pre bid approval but the bid may be rejected for failure to meet specifications if the proposed substitute is unacceptable to City.
- 1.2.11 Where more than one item is listed, any item(s) not bid upon should be indicated "No Bid". Any and all items left blank will be considered a "No Bid" for that item.
- 1.2.12 A bidder desiring to bid "No Charge" for an item must so indicate by writing "no charge" or "N/C". Bidders shall not leave an item blank since it will be construed as incomplete and may be rejected.
- 1.2.13 Bid responses may only be withdrawn until bid opening after which time no bids may be withdrawn for a period of ninety (90) days after bid opening.
- 1.2.14 Bid responses may be modified by written notice received and acknowledged by the City Manager's Office prior to the date and time for public opening of bids. Late modifications cannot be considered.
- 1.2.15 The City will not be liable for any costs incurred by the bidder in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. All responses and their accompanying documentation will become the record of the City.

- 1.2.16 The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded bidder. Vendors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such materials.

1.3 Bid Award

- 1.3.1 Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and criteria set forth in this ITB. A "responsive bidder" means a person who has submitted a bid response, which conforms in all material respects to the ITB. A "responsible bidder" means a person who has the capacity, reputation and experience in all respects to perform fully the contract requirements and the integrity and reliability, which will assure good faith performance within the time specified without delay or interference.

The City may make such investigations as deemed necessary to determine the ability of the bidder to provide the products and services required by the bid package.

- 1.3.2 This solicitation in no manner obligates the City to the purchase described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract.

- 1.3.3 The successful bidder shall provide the various components of the **Retro reflective Pavement Marking Tape, Thermoplastic and Painted Lines, Symbols, and Legends**. **The bid price shall include all products, installation labor, accessories, traffic control devices and any other standard equipment necessary to safely install and make the pavement marking items function as intended.** If in the bidder's opinion, additional equipment or services are necessary to make the equipment fully operational, this shall be included with explanation in the bid. It is requested that bidders raise any such questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms as set forth in this bid.

- 1.3.4 Any items bid deemed not of equal and/or better and of comparable quality and similar in design as that specified shall be cause for rejection of bids. In addition to the price, the following aspects will also be considered in the award of a contract:

- a. The ability of the bidder to perform the contract or to provide the material for service required;
- b. Whether the bidder can perform the contract and provide the material, equipment, or service promptly or within the time specified without delay or interference;
- c. The character, integrity, reputation, experience and efficiency of the bidder;

- d. The previous and existing compliance, by the bidder, with laws and ordinances relating to the contract or service;
 - e. The ability of the bidder to provide future maintenance and service for the use of the subject contract;
 - f. Terms and conditions stated in bid;
 - g. Compliance with specifications or requests for proposal;
 - h. The attached bid sheet is to be utilized for submittal of bid; and
 - i. Bidder's past performance with the City.
- 1.3.5 The City reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which in the judgment of the governing body is in the best interest of the City.
- 1.3.6 No bidder may withdraw its response for a period of ninety (90) days after the date and time set for the opening of the responses. In the event the City shall award a contract to a bidder and if during such ninety (90) day period the City determines that such bidder will be unable to properly perform the contract, the City reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the Bid.
- 1.3.7 The contract awarded may be terminated upon any of, but not limited to, the following occurrences: a) bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners; b) unauthorized substitution of products other than those identified in the specifications or specifically approved by the City as a substitute prior to award of the contract; c) unsatisfactory performance of products supplied by the bidder or services provided by the bidder; d) fraud and e) any other breach of the terms of the bid specifications or contract.
- 1.3.8 Bidder, by signing and making this bid, does further declare, in determining the prices and/or amounts of the bid, that bidder has not colluded with any other person, firm, corporation or association in arriving at said prices and/or amounts or in any way violated the terms, conditions and/or spirit of the provisions of 15 U.S.C. 1 through 7 (Sherman Anti-Trust Act).

1.4 Terms and Conditions

- 1.4.1 A representative copy of a City contract is included with this bid package. It immediately follows the Invitation to Bid document. Any bidder who is awarded a contract pursuant to this invitation to bid agrees to be bound by the terms and conditions set forth in the attached City Contract (Attachment A). If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid. Rejection of any proposed City Contract terms may be a basis for rejection of the bid. If an award is made, any contract resulting from this ITB will be effective on the date the contract is signed by all required parties.

- 1.4.2 All bidders who are awarded contracts agree to be bound by these terms and conditions set forth below:
- 1.4.1 Should awarded bidder fail to fulfill, in a timely and proper manner, its obligations under the contract, or if it should violate any of the terms of the contract, the City shall have the right to immediately terminate the contract upon written notice to the bidder. The City may terminate the contract at any time, with or without cause, upon written notice to bidder. Should funding for the contract be discontinued, the City shall have the right to terminate the contract immediately upon written notice to the awarded bidder.
- 1.4.2 The City, at its option, and in lieu of immediate termination, may request that the awarded bidder repair or replace any defective goods or correct performance by written notice to awarded bidder. In that event, awarded bidder shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve awarded bidder of any liability to the City for damages sustained by virtue of awarded bidder's breach.
- 1.4.3 The contract may be modified only by written amendment executed by all parties and their signatories hereto.
- 1.4.4 No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 1.4.5 Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees, expenses, and costs at all stages of the legal action and/or alternative dispute resolution process, if any.
- 1.4.6 The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.
- 1.4.7 Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
- 1.4.8 Contractor shall indemnify and hold harmless the City, its officers, agents and employees from: i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- 1.4.9 Awarded bidder shall maintain insurance sufficient to cover any claims arising from the acts of the awarded bidder in connection with the performance of this contract and subject to the approval of the City.

1.4.11.1. Workers' Compensation Insurance: The awarded bidder shall procure and shall maintain during the life of this contract Workers' Compensation Insurance for all of its employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance.

1.4.11.2. Public Liability and Property Damages Insurance: The awarded bidder shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect it and any subcontractor performing work covered by this contract from claims for damage for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract, whether such operations are by it or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be as follows:

- a. Public Liability Insurance in the amount of not less than \$1,000,000.00 on any account of any one accident.
- b. Property Damage Insurance in an amount not less than \$500,000.00 for any one damage claim.
- c. Combined Single Limit Public Liability and Property Damage in an amount of not less than \$1,000,000.00 per occurrence.
- d. Proof of Carriage of Insurance. A Certificate of Insurance and endorsement shall be furnished to the City, and the City of Murfreesboro shall be named as an additional insured. Copies of insurance policies will be furnished to the City upon request. The City shall be furnished not less than ten (10) days advance notice of material changes or cancellation of insurance policies.

1.4.10 The bidder shall furnish to the City all such information and data for this purpose as the City may request. Such information shall be submitted to the City within five (5) days of the City's written request. The City does hereby expressly reserve the right to reject any and all bid responses, the right to request additional information, the right to clarify bids, the right to award a contract for only some but not all the articles or items in the bid, and does further expressly reserve the right to waive minor irregularities. The City does not warrant or guarantee that a contract will be awarded as a result of this ITB.

1.4.11 The term of this contract ends December 30, 2015. The contract can be renewed for two (2) additional one (1) year option periods in any combination and the entire contract cannot exceed three (3) years. Renewal options can be exercised by mutual written agreement.

1.5 Standards

Bidder, by signing and making this bid, makes the following affirmative declaration and statement as of the date said bid is signed, to wit:

- 1.5.1 Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.
- 1.5.2 It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
- 1.5.3 Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.
- 1.5.4 A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.

1.6 Payment and Delivery

- 1.6.1 Payment will be made by the City after installation has been accepted and properly invoiced as indicated in the contract.
- 1.6.2 The awarded bidder shall commence the work to be performed under the specifications on a date to be specified in a Notice to Proceed and shall fully complete all work hereunder except as otherwise provided in the bid specifications. Work shall proceed as set forth in the bid specifications.
- 1.6.3 Work will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such work, determined that it fully complies with specifications. Any work rejected shall be repaired/replaced at Contractor's expense.
- 1.6.4 Unless otherwise specified every item bid shall have a manufacturer's warranty against defects in materials or workmanship for a minimum of one (1) year. Markings shall meet performance and durability requirements described in the specifications that shall begin with the date the portion of the roadway containing those markings becomes operational.

2. APPLICATION SPECIFICATIONS

Retro reflective Pavement Marking Tape, Thermoplastic and Painted Lines, Symbols, and Legends

- 2.1. This work shall consist of furnishing and installing **Retro reflective Pavement Marking Tape, Thermoplastic and Painted Lines, Symbols, and Legends**, hereinafter referred to as **markings**. Markings shall be installed in accordance with: the provisions of Section(s) 712, 716, 910.02 & 918.23 and other applicable provisions of the Tennessee Department of Transportation **Standard Specifications for Road and Bridge Construction** and the provisions of the Federal Highway Administration **Manual on Uniform Traffic Control Devices**.
- 2.2. Guides to mark the lateral location of pavement markings shall be established as shown on the plans, if there are any, or as directed by the City. The **contractor**, hereinafter referred to as the **installer**, shall establish the pavement marking guides and the City will verify the location of the guides. Guides placed on the streets for alignment purposes shall not establish a permanent marking on the roadway in the opinion of the City.
- 2.3. Waste and debris generated by this work shall be promptly and properly removed from the job site before the end of each working day.
- 2.4. Markings may be placed on streets either free of traffic or open to traffic. Work zone traffic control shall be the responsibility of the installer and is to be considered an incidental item of the installation included in the total bid price. The contractor shall provide whatever signage, barriers, flagmen and etc. necessary to reasonably protect the work put in place and other applicable persons and devices required for the protection of the installer and the general public. The installer shall adhere to the policies and procedures of Section 716 of the Tennessee Department of Transportation **Standard Specifications for Road and Bridge Construction** and the latest edition of the **Manual on Uniform Traffic Control Devices** (MUTCD) and the direction of the City's Traffic Engineer or representative for work zone safety procedures during all phases of the installation process. Absence of the Engineer shall not release the contractor of this requirement. Upon failure to arrive with proper protective devices, the Engineer may, at his discretion, disallow or suspend work or may provide the necessary devices whose cost shall be subtracted from the invoice associated with the work.
- 2.5. Markings shall be placed in proper alignment and shall have clean, well-defined edges, without deformations or other disfigurements. Improperly placed, defective, or disfigured markings shall, at the installer's expense, be immediately removed from the pavement surface by methods done in accordance with TDOT requirements and specifications, and approved by the City. Completed markings shall be uniform, straight on tangent alignment, and on a true arc on curved alignment. On tangent alignment, when a one-hundred-foot (100') string line is stretched taut and placed directly on the outer edge of the completed markings, the distance between the string and the edge of the markings shall not exceed three-quarters of an inch (3/4"), measured anywhere along one-hundred-foot (100') interval of tangent alignment. On curved alignment, the outer edge of the markings shall not deviate more than three-quarters of an inch (3/4") from the true arc, nor shall any deviation be abrupt. The lengths of the gaps and individual markings that form broken traffic stripes shall not deviate more than

- two inches (2") from the lengths required to produce a uniformly repeating, broken-stripe pattern. Markings shall remain in the proper alignment and location. Deviations in alignment or location caused by, in the City's opinion, pavement failure will not be considered as a failure of the pavement markings.
- 2.6. The installer shall provide manual or automatic application equipment as required to place the markings. The equipment and workers supplied must be reasonable in respect to the job at hand that will effect safe, timely, proficient and professional quality installation of markings while providing minimal interruption to traffic.
 - 2.7. Markings shall meet performance and durability requirements described herein for the one-year guarantee and associated warranty period that shall begin with the date the portion of the roadway containing those markings becomes operational.
 - 2.8 The installer shall be required to perform work when scheduled. Conflicts and priority changes arising among either party shall not release the other party from the responsibility of notification. Repeated failure to respond to and carry out scheduled or requested work in a timely manner shall constitute grounds for termination of this contract.
 - 2.9 Should any disagreement or difference arise as to the estimate or quantities or as to the meaning of the specifications or conditions, or any point concerning the character, acceptability and nature of the several kinds of work, materials and the application thereof, the decision of the Engineer shall be final and conclusive and binding upon the installer.

3a. BID FORM

Retro reflective Pavement Marking Tape, Thermoplastic and Painted Lines, Symbols, and Legends

All prices must include all costs. Costs included in the bid prices shall include: pavement-marking materials consisting of preformed tape, thermoplastic and paint for lines, symbols and legends including, freight, delivery and labor, accessories, traffic control devices, and any standard equipment necessary to make the pavement-markings functional. Pricing for each component shall be effective for the 2015 calendar year.

Explain type of warranty, length, coverage provided, bidder and purchaser liabilities and any associated costs. Specify any additions to the warranty coverage above the limits set forth in these specifications (attach additional pages if necessary).

Awarded bidder will **honor the competitive process** for other local governments.

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted, to furnish and install any or all of the items upon which price(s) are quoted, at the price set opposite each item unless otherwise specified.

3b. BID DESCRIPTIONS, UNITS, QUANTITIES & PRICING FORM

Estimated Quantities Only – The total purchases of any individual item in the contract are not known and are not guaranteed. The City has attempted to give an accurate estimate of the probable purchases of each item from the current contract period and projected estimates for the new contract period. The City does not guarantee that the City will buy any or all estimated amounts of any specified item or any total amount.

<u>Item No.</u>	<u>Description</u>	<u>Units</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total This Item</u>
716-02.01	Thermoplastic Pavement Marking (4" line)	LM	10	_____	_____
716-02.02	Thermoplastic Pavement Marking (8" Barrier line)	LF	750	_____	_____
716-02.03	Thermoplastic Pavement Marking (Crosswalk)	LF	300	_____	_____
716-02.04	Thermoplastic Pavement Marking (Channelization)	SY	400	_____	_____
716-02.05	Thermoplastic Pavement Marking (Stop line)	LF	800	_____	_____
716-02.06	Thermoplastic Pavement Marking (Turn lane arrow)	Ea.	50	_____	_____
716-02.08	Thermoplastic Pavement Marking (8" Dotted line)	LF	300	_____	_____
716-02.10	Thermoplastic Pavement Marking (6" line)	LM	3	_____	_____
716-03.01	Thermoplastic Pavement Marking ("ONLY")	Ea.	8	_____	_____
716-03.02	Thermoplastic Pavement Marking ("RxR")	Ea.	10	_____	_____
716-03.09	Thermoplastic Pavement Marking ("Yield")	Ea.	5	_____	_____
716-04.01	Thermoplastic Pavement Marking (Straight/Turn Arrow)	Ea.	10	_____	_____
716-04.02	Thermoplastic Pavement Marking (Dbl. Turn Arrow)	Ea.	20	_____	_____
716-04.03	Thermoplastic Pavement Marking (4" Dotted Line)	LF	500	_____	_____
716-04.05	Thermoplastic Pavement Marking (Straight Arrow)	Ea.	8	_____	_____

<u>Item No.</u>	<u>Description</u>	<u>Units</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total This Item</u>
716-04.12	Thermoplastic Pavement Marking (YIELD Line)	SF	45	_____	_____
716-04.15	Thermoplastic Pavement Marking (Bike Symbol/Arrow)	Ea.	25	_____	_____
716-05.01	Painted Pavement Marking (4" line)	LM	5	_____	_____
716-05.02	Painted Pavement Marking (8" Barrier line)	LF	750	_____	_____
716-05.03	Painted Crosswalk	LF	100	_____	_____
716-05.04	Painted Channelization Striping	SY	50	_____	_____
716-05.05	Painted Stop Line	LF	300	_____	_____
716-05.06	Painted Turn Arrow	Ea.	20	_____	_____
716-05.08	Painted Pavement Marking (Parking Lines)	LF	100	_____	_____
716-05.09	Painted Straight/ Turn Arrow	Ea.	5	_____	_____
716-05.11	Painted Straight Arrow	Ea.	5	_____	_____
716-05.20	Painted Pavement Marking (6" line)	LM	2	_____	_____
716-05.21	Painted Pavement Marking (4" Dotted line)	LF	100	_____	_____
716-05.22	Painted Pavement Marking ("ONLY")	Ea.	5	_____	_____
716-05.49	Painted Pavement Marking (8" line)	LM	1	_____	_____
716-05.49	Painted Pavement Markings				
716-08.01	Pavement Marking Removal (4" line)	LF	1320	_____	_____
716-08.02	Pavement Marking Removal (8" line)	LF	100	_____	_____
716-08.04	Pavement Marking Removal (Channelizing lines)	SY	100	_____	_____
716-08.05	Pavement Marking Removal (Stop line)	LF	100	_____	_____

<u>Item No.</u>	<u>Description</u>	<u>Units</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total This Item</u>
716-08.06	Pavement Marking Removal (Arrow)	Ea.	15	_____	_____
716-08.09	Pavement Marking Removal (Dotted line)	LF	50	_____	_____
716-09.01	Wet Reflective Pavement Marking (4" line)	LM	1	_____	_____
716-09.02	Wet Reflective Pavement Marking (8" Barrier line)	LF	300	_____	_____
716-09.03	Wet Reflective Pavement Marking (6" line)	LM	1	_____	_____
716-09.04	Wet Reflective Pavement Marking (4" Dotted line)	LF	200	_____	_____
716-09.05	Wet Reflective Pavement Marking (8" Dotted line)	LF	200	_____	_____
716-10.01	Preformed Plastic Pavement Marking (4" line)	LM	.5	_____	_____
716-10.02	Preformed Plastic Pavement Marking (8" Barrier line)	LF	100	_____	_____
716-10.04	Preformed Plastic Pavement Marking (Channelization)	SY	50	_____	_____
716-10.05	Preformed Plastic Pavement Marking (Turn Arrow)	Ea.	5	_____	_____
716-10.07	Preformed Plastic Pavement Marking (Stop line)	LF	100	_____	_____
716-10.18	Preformed Plastic Pavement Marking (Straight arrow)	Ea.	5	_____	_____
716-10.19	Preformed Plastic Pavement Marking (Straight/Turn arrow)	Ea.	5	_____	_____
716-10.20	Preformed Plastic Pavement Marking ("ONLY")	Ea.	5	_____	_____
716-10.21	Preformed Plastic Pavement Marking (Dbl. Turn Arrow)	Ea.	10	_____	_____
716-10.22	Preformed Plastic Pavement Marking ("Yield")	Ea.	3	_____	_____
716-12.01	Enhanced Flat Thermoplastic Pavement Marking (4" line)	LM	5	_____	_____
716-12.03	Enhanced Flat Thermoplastic Pavement Marking (8" line)	LM	5	_____	_____

<u>Item No.</u>	<u>Description</u>	<u>Units</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total This Item</u>
716-12.04	Enhanced Flat Thermoplastic Pave. Marking (4" dotted line)	LF	200	_____	_____
716-12.07	Enhanced Flat Thermoplastic Pave. Marking (8" broken line)	LF	200	_____	_____
716-13.01	Spray Thermoplastic Pavement Marking (4" line)	LM	1	_____	_____
716-13.02	Spray Thermoplastic Pavement Marking (6" line)	LM	1	_____	_____
716-13.03	Spray Thermoplastic Pave. Marking (8" Barrier line)	LF	200	_____	_____
716-13.04	Spray Thermoplastic Pave. Marking (4" Dotted line)	LF	200	_____	_____
716-13.05	Spray Thermoplastic Pave. Marking (8" Dotted line)	LF	200	_____	_____

Total Installed Bid Price: \$ _____
(Based on Estimated Quantities)

THIS BID SHALL BE REJECTED IF NOT SIGNED WHERE INDICATED.

Name of Firm:

Legal Form of Business:

Authorized Signature and Date:

Name Printed and Title:

Address:

Telephone Number: _____ Fax Number: _____

E-Mail: _____

Delivery Date: _____

4. REQUIRED FORMS

SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all labor and materials as required with this specification.

COMPANY NAME:

ADDRESS:

TELEPHONE: _____ FAX: _____

EMAIL: _____

ADDENDUM ACKNOWLEDGEMENT

The proposer shall acknowledge obtaining all addenda issued to this formal solicitation by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

AUTHORIZED SIGNATURE:

TITLE:

(Print / type name as signed above):

DATE:

Before submitting your bid, check the website to look for any Addenda associated with this solicitation. <http://www.murfreesborotn.gov/bids.aspx>

**NON-COLLUSION
AFFIDAVIT OF PRIME BIDDER**

State of _____

County of _____

_____, being first duly sworn, deposes and says that;

1. The undersigned is the (owner, partner, officer, representative, or agent) of _____, the bidder submitting the attached bid.
2. Bidder is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.
3. Neither the said bidder nor any of its officer, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit an collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, or, to fix any overhead, profit, or cost element of the bid price or unlawful agreement any advantage against the City of Murfreesboro or any person interested in the proposed contract.
4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agent, representatives, owners, employees, or parties in interest including this affidavit.

Name of Bidder

Printed Name and Title

Sworn to and subscribed before me a Notary Public for the above state and county, on

This _____ day of _____ 20____

Notary Public

My Commission Expires

**BIDDER AFFIDAVIT ON COMPLIANCE
WITH DRUG-FREE WORKPLACE ACT AND CERTIFICATE**

State of _____

County of _____

Bidder, after being first duly sworn, affirms that it has a Drug-Free Workplace Program that complies with Tennessee Code Annotated, Title 50, Chapter 9, in effect at the time of submission of its bid, at least to the extent required of governmental entities. Bidder affirms that:

1. It has receives a Certificate of Compliance with the applicable sections of the Drug-Free Workplace Act from the Department of Labor and Workforce Development and has attached a copy of such certificate to this affidavit; or
2. It operates a drug and alcohol testing program at least as stringent as the City of Murfreesboro's drug and alcohol testing program as contained in Sections 3005 and 3008 of the City of Murfreesboro Employee Handbook and shall, upon request, provide documentation of such program to the city.

Name of Bidder

Printed Name and Title of Principal Officer

Signature of Principal Officer

Sworn to and subscribed before me a Notary Public for the above state and county, on
This _____ day of _____ 20____

Notary Public

My Commission Expires

REFERENCE LISTING FORM

List a minimum of 3 references (other than the City of Murfreesboro) for similar projects and contracts, preferably governmental, which you have completed within the past 3 years.

1 CUSTOMER NAME: _____
ADDRESS: _____

TELEPHONE: (____) _____ EMAIL: _____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
CONTRACT AMOUNT: \$ _____

2 CUSTOMER NAME: _____
ADDRESS: _____

TELEPHONE: (____) _____ EMAIL: _____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
CONTRACT AMOUNT: \$ _____

3 CUSTOMER NAME: _____
ADDRESS: _____

TELEPHONE: (____) _____ EMAIL: _____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
CONTRACT AMOUNT: \$ _____

4 CUSTOMER NAME: _____
ADDRESS: _____

TELEPHONE: (____) _____ EMAIL: _____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
CONTRACT AMOUNT: \$ _____

5 CUSTOMER NAME: _____
ADDRESS: _____

TELEPHONE: (____) _____ EMAIL: _____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
CONTRACT AMOUNT: \$ _____

My company has been in this type of business for ____ years

State License Number: _____

Expires: _____

CONTRACT BETWEEN
CITY OF MURFREESBORO
AND

**FOR MATERIAL AND INSTALLATION OF RETROREFLECTIVE PAVEMENT
MARKING TAPE, THERMOPLASTIC AND PAINTED LINES, SYMBOLS, AND
LEGENDS**

This contract is entered into on this ____ day of _____, 2015, by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and _____, a corporation of the State of Tennessee ("Contractor"). This contract consists of the following documents:

- ***Invitation to Bid issued: April 9, 2015***
- ***Bid specifications issued: April 9, 2015***
- ***Contractor's Bid Response: April 28, 2015***
- ***This Contract***

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- ***Any properly executed amendment or change order to this contract (most recent with first priority)***
 - ***This Contract***
 - ***Invitation to Bid & Bid Specifications***
 - ***Contractor's Bid Response***
1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and install RETROREFLECTIVE PAVEMENT MARKING TAPE, THERMOPLASTIC AND PAINTED LINES, SYMBOLS, AND LEGENDS as set forth in the attached Invitation to Bid, Specifications, and Contractor's Bid Response.
 2. **Duties and Responsibilities of the City.** City agrees to provide reasonable coordination and inspection between City and Contractor for services rendered.
 3. **Term.** This contract shall not be effective until approved by the City Council and signed by all required parties.
 4. **Payment and Delivery.**
 - 4.1. Payment will be made by the City after the installation has been accepted, and properly invoiced. Invoices must bear the contract name "ITB-10-2015 Annual Contract for Pavement Marking".
 - 4.2. Installation of pavement markings shall be adhered to as stated in the ITB and bid specifications. Should the awarded bidder fail to install pavement markings in an expeditious manner, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - 4.3. Services will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications.

- 4.4. All labor and materials provided shall be rendered pursuant to the contract. Pavement marking products and installation labor are to be included in the bid price.
5. **Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per the attached bid which reflects a total price of \$_____.
6. **Warranty.** Unless otherwise specified every item bid shall meet the warranty requirements set forth in the specifications. Unless otherwise specified every item bid shall have a manufacturer's warranty against defects in parts or workmanship for a minimum of one (1) year. Markings shall meet performance and durability requirements described in the specifications for one-year guarantee and associated warranty period that shall begin with the date the portion of the roadway containing those markings becomes operational.
7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
8. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at anytime after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.
9. **Termination—Funding.** Should funding for this contract be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
10. **Termination—Notice.** City may terminate this contract at any time upon thirty (30) days written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
11. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
12. **Notices.**
- 12.1. Notices to City including but not limited to notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of City Manager, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139.
- 12.2. Notices to Contractor shall be mailed or hand delivered to Contractor,
-
13. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed

representatives. The records shall be maintained in accordance with generally accepted accounting principles.

14. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be approved by the City Manager.
15. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
16. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
17. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
18. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
19. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents and employees from:
 - 19.1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, in connection with the performance of the contract, and,
 - 19.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
20. Contractor shall pay City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
21. **Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.
22. **Assignment—Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO

CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF CITY MANAGER, POST OFFICE BOX 1139, 111 WEST VINE STREET, MURFREESBORO, TENNESSEE 37133-1139.

23. **Entire Contract.** This contract, invitation to bid, bid specifications, and Contractor's bid response set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
24. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor and/or City.
25. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
26. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
27. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
28. **Notices.** Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

28.1. Notices to City shall be sent to:

Department: City of Murfreesboro Administration
Attention: City Manager
Address: Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

28.2. Notices to Contractor shall be sent to:

Contractor: _____
Attention: _____
Address: _____

29. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then approved by the City Council and signed by the Mayor. When it has been so signed, this contract shall be effective as of the date first written above.

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

By: _____

Approved as to form:

Susan Emery McGannon, City Attorney

Kelley Blevins Baker, Staff Attorney